may be ordered by the court to be paid by Client's opposing party in this action. If the court awards attorney fees, Client understands that Client is still 100% responsible to Attorney for paying those fees, regardless of who else may be ordered to pay the fees.

6. Client's Payment of Costs and Expenses. In addition to any fee charged, Client is responsible for paying all costs and expenses in connection with Client's case before they are incurred. Client agrees to reimburse Attorney for any costs advanced. Costs and expenses include such things as copy costs, expert witnesses, long distance telephone charges, filing fees, trial fees, service fees, investigation, deposition costs, witness fees, appraiser fees, physician fees, electronic discovery experts, lodging for out-of-area appearances, and other fees as deemed necessary by Attorney. If client consents to retaining a public relations firm to handle media contacts or publicity, their time will be billed at $175.00/hour. Any outside attorneys contracted to assist as "contract associate" attorneys for a limited case basis will be billed out at an attorney hourly rate as set forth above.

7. Retainer Fee Deposit. Client will deposit the sum of **$3,500.00** with Attorney to be held by Attorney in Attorney's trust account **by this date: November 29, 2018.** Client also agrees to make additional retainer fee deposits as requested by Attorney, including, for example, advance payment of attorney fees and costs for trial. Upon mailing Client a monthly statement, Attorney will apply the retainer to fees earned, costs, and expenses incurred on Client's behalf. Client agrees to **promptly replenish** the retainer to the **initial sum stated above** when the amount left in retainer drops below the initial sum stated above or to a level determined by Attorney at Attorney's request to cover projected future fees and costs.

   Attorney may cease to provide further legal services if Client fails to replenish the retainer as agreed. **CLIENT UNDERSTANDS** and agrees that **Attorney will not perform services for client** on this matter until the initial retainer fee requested by Attorney has been deposited **by Client by the date stated above**.

   Client authorizes Attorney to **endorse on Client's behalf checks for deposit** into a non-interest bearing client trust account to be disbursed to client after the payment of any outstanding fees/costs.

   Attorney does not receive any interest that is earned on Client monies held in trust. In accordance with the rules of the Oregon State Bar Association, any interest earned on Client monies held in trust is paid to the Oregon Law Foundation to improve the administration of justice, promote legal aid to the poor, and promote legal education and research.

8. Billing Statement. Client will receive a monthly billing statement. The **entire** balance owed is due and payable not later than **7** days from the date of the statement. Client understands that if you fall behind in making payments, Attorney has the **right to temporarily stop working on your case** until you bring your account current or to resign as your attorney. Additionally, Client gives Attorney permission to share my billing statement with Client's personal guarantor or whomever is paying Client's bill.

9. Delinquent Accounts. A monthly compounding interest charge (late payment penalty) of **1.5%** per month (**18% per annum**) will be assessed on all unpaid balances. Attorney may cease to provide further legal services if Client fails to pay all charges in full upon billing as agreed. Client agrees to pay any attorney fees and costs associated with the collection of any of Client's unpaid charges.

   Client's account is delinquent if any amount remains unpaid 7 days from the date of the statement. To avoid the monthly interest charge, pay the balance within 7 days of the billing date. Under certain circumstances, office policy may require Attorney to ask Client to provide some **security** for Client's obligation. If this occurs, Attorney will discuss the details with you personally.